### **COUNCIL AGENDA**

April 15, 2024

Committee and Council Meetings can be viewed by accessing YouTube

Council Chambers 7:00 P.M.

**ROLL CALL** 

**INVOCATION** – Mr. Houser

PLEDGE OF ALLEGIANCE

**CAUCUS** 

**MINUTES of April 1, 2024** 

**APPOINTMENTS** 

There are none this meeting.

## **REPORTS OF STANDING COMMITTEES**

Streets

Service

Recreation

## **REPORTS FROM CITY OFFICIALS**

**City Auditor, Ryan T. Bubb** – Operating report for period ending March 31, 2024 **Brenda Cooper, Tax Administrator's Office** – Income Tax Revenue Reports and Newark Lodging Excise Tax Revenue Report for period ending March 31, 2024.

## **COMMUNICATIONS**

There are none this meeting.

# **COMMENTS FROM CITIZENS**

# **ORDINANCES ON SECOND READING**

There are none this meeting.

## ORDINANCES ON FIRST READING

**24-14** AN ORDINANCE VACATING PORTIONS OF A FOURTEEN (14) FOOT WIDE ALLEYS AS SHOWN ON THE PLAT OF LEWIS EVAN'S ADDITION, AS RECORDED IN

PLAT BOOK 2, PAGE 161 OF THE LICKING COUNTY PLAT RECORDS; SAID ALLEYS ARE LOCATED WEST OF VINE STREET, NORTH OF STATE ROUTE 16.

## RESOLUTIONS ON SECOND READING

- **24-26 CI** APPROPRIATING MONIES FOR THE CURRENT EXPENSES OF THE MUNICIPAL CORPORATION(\$64,434.92 Having Trouble Getting truck ordered in 2022 so canceling order and getting truck off the lot)
- **24-27** A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE AGREEMENT WITH JOSH GREER, ALAINA GREER, CAILEIGH HUGHES, AND SPENCER BARKER, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM
- **24-28** A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO COOPERATIVE AGREEMENTS WITH JASON DALE HOTTINGER, CHERI LYNN HOTTINGER, AND VARIOUS PROPERTY OWNERS ON STONEWALL DRIVE SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM
- **24-29** A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF NEWARK TO APPLY FOR FINANCIAL SUPPORT FROM THE STATE OF OHIO 2024 NATUREWORKS GRANT.

## **RESOLUTIONS ON FIRST READING**

- **24-30** A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO TO PROCEED WITH THE STEPS NECESSARY TO RENAME TOWNE COMMONS PARK AKA FRONT STREET PARK AKA EASY STREET PARK, PARCEL NO. 054-258866-00.000 AS HOPE PARK.
- 24-31 A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ACCEPT BIDS AND SELL CERTAIN SURPLUS PERSONAL PROPERTY NOW OWNED BY THE CITY OF NEWARK, OHIO, AND DECLARING THAT SUCH PROPERTY IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- **24-32** A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO TO APPLY FOR, ACCEPT AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF NEWARK FOR PLANNING, DESIGN AND\OR CONSTRUCTION OF LEAD SERVICE LINE REPLACEMENT PROJECT #5 AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.

**COMMENTS FROM CITIZENS** 

**MISCELLANEOUS** 

**ADJOURNMENT** 

	ORDINANCE NO: _	24-14
BY:		

AN ORDINANCE VACATING PORTIONS OF A FOURTEEN (14) FOOT WIDE ALLEYS AS SHOWN ON THE PLAT OF LEWIS EVAN'S ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 161 OF THE LICKING COUNTY PLAT RECORDS; SAID ALLEYS ARE LOCATED WEST OF VINE STREET, NORTH OF STATE ROUTE 16.

**WHEREAS**, Newark City Council received a petition from owners of real estate in the City of Newark praying for the herein described alley vacation; and,

**WHEREAS**, the Street Committee of the City of Newark met on April 1, 2024, and considered the procedure as outlined in Section 723.06 of <u>The Ohio Revised Code</u> whereby notice of the intention to vacate is not required, and approved the preparation and submittal of this legislation for Council consideration, in accordance with Section 723.06 of <u>The Ohio Revised Code</u>; and,

**WHEREAS**, this Council finds there is good cause for such vacation and that such vacation will not be detrimental to the general interest.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, AND STATE OF OHIO; THAT:

Section 1: The following described alley is hereby vacated, reserving, however, unto the City of Newark, Ohio, its successors and assigns, easements for construction, maintenance, and operation of various utilities, publicly owned and otherwise, to wit:

Being in the State of Ohio, County of Licking, City of Newark, and being portions of fourteen (14') foot wide intersecting alleys running north-south and east-west, lying between Vine Street and Lawrence Street, north of State Route 16, as shown on the Plat of Lewis Evan's Addition as recorded in Plat Book 2 at Page 161 of the Licking County Plat Records, and being more particularly described as follows:

Beginning for a point of reference at the southeast corner of Lot 986 of said Evan's Addition, said point being on the west line of Vine Street and the north line of a 14 foot wide east-west alley;

Thence west along the south line of Lot 986 a distance of 68 feet to a point at the southwest corner of Parcel 054-198990-01.000, said point marking the True Place of Beginning of the alleys to be vacated;

Thence from the True Place of Beginning, west along the south line of Lot 986 to the southwest corner of said Lot 986, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence north along the west lines of Lot 986, 988 and 989 to the Penn Central Corporation and St. Louis Railroad right-of-way line;

Thence southwest, crossing said alley, to the northeast corner of Lot 987 of said Evan's Addition, said point being on the west line of the subject north-south alley;

Thence south along the east line of Lot 987 to the southeast corner of Lot 987, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence west along the south line of Lot 987 to the southwest corner of said Lot 987, said point also being on the Penn Central Corporation and St. Louis Railroad right-of-way line;

Thence south, crossing said alley, to the northwest corner of Lot 984 of said Evan's Addition, said point being on the south line of the subject eastwest alley;

Thence east along the north line of Lot 984 to the northeast corner of Lot 984, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence south along the east line of Lot 984 to the Limited Access Right of Way of State Route 16;

Thence east along the Limited Access Right-of-Way of State Route 16, to a point on the west line of Lot 985 of said Evan's Addition, said point being on the east line of the subject north-south alley;

Thence north along the west line of Lot 985 to the northwest corner of Lot 985, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence east along the north line of Lot 985 a distance of 82 feet to a point;

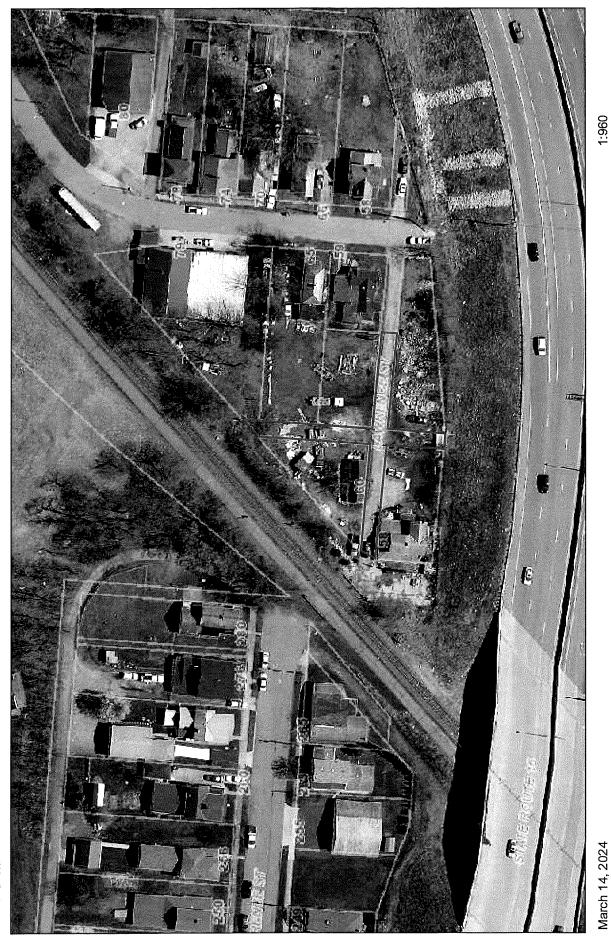
Thence north, crossing said alley perpendicularly, to the True Place of Beginning.

This description was written based on information provided in existing plat and tax records, without the benefit of a field survey.

Section 2:	prepare a vacation plat of said instructed to endorse upon suc	the City of Newark is hereby instructed to vacated alley and the Clerk of Council is in plat the action of this Council, and to in the Office of the Recorder of Licking
Section 3:	This Ordinance shall become e after passage by Council and s	ffective at the earliest time permitted by law ignature of the Mayor.
Adopted this	day of	, 2024.
		President of Council
Attest:		
Date Filed wi	th Mayor:	
Date Approve	ed by Mayor:	
	Mayor	-
	iviayoi	
Form Approv	ed by:	
	Law Direct	OL .

Prepared by the Division of Engineering.

Proposed Street/Alley vacation - Vine St.



OHLICK020027\_6.sid OHLICK020019\_5.sid OHLICK008027\_2.sid OHLICK007019\_1.sid March 14, 2024

Red: Band\_1 Red: Band\_1





Blue: Band\_3



50 m

1 in = 80 ft









# PETITION TO VACATE A STREET OR ALLEY

# TO THE COUNCIL OF THE CITY OF NEWARK STATE OF OHIO

The undersigned, being the owners of all of the lots and lands abutting the street or alley proposed to be vacated by this petition, said street or alley being more fully described hereinafter, respectfully petition your honorable body that the said street or alley may be vacated for the reason that it is no longer of use to the public, and that its vacation will not be detrimental to the general interest. The said street or alley is described as follows:

# PROPOSED ALLEY VACATION – Alleys located west of Vine Street, north of State Route 16

Being in the State of Ohio, County of Licking, City of Newark, and being portions of fourteen (14') foot wide intersecting alleys running north-south and east-west, lying between Vine Street and Lawrence Street, north of State Route 16, as shown on the Plat of Lewis Evan's Addition as recorded in Plat Book 2 at Page 161 of the Licking County Plat Records, and being more particularly described as follows:

Beginning for a point of reference at the southeast corner of Lot 986 of said Evan's Addition, said point being on the west line of Vine Street and the north line of a 14 foot wide east-west alley;

Thence west along the south line of Lot 986 a distance of 68 feet to a point at the southwest corner of Parcel 054-198990-01.000, said point marking the True Place of Beginning of the alleys to be vacated;

Thence from the True Place of Beginning, west along the south line of Lot 986 to the southwest corner of said Lot 986, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence north along the west lines of Lot 986, 988 and 989 to the Penn Central Corporation and St. Louis Railroad right-of-way line;

Thence southwest, crossing said alley, to the northeast corner of Lot 987 of said Evan's Addition, said point being on the west line of the subject north-south alley;

Thence south along the east line of Lot 987 to the southeast corner of Lot 987, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence west along the south line of Lot 987 to the southwest corner of said Lot 987, said point also being on the Penn Central Corporation and St. Louis Railroad right-of-way line;

Thence south, crossing said alley, to the northwest corner of Lot 984 of said Evan's Addition, said point being on the south line of the subject east-west alley;

Thence east along the north line of Lot 984 to the northeast corner of Lot 984, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence south along the east line of Lot 984 to the Limited Access Right of Way of State Route 16;

Thence east along the Limited Access Right-of-Way of State Route 16, to a point on the west line of Lot 985 of sald Evan's Addition, said point being on the east line of the subject north-south alley;

Thence north along the west line of Lot 985 to the northwest corner of Lot 985, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence east along the north line of Lot 985 a distance of 82 feet to a point;

Thence north, crossing said alley perpendicularly, to the True Place of Beginning.

This description was written based on information provided in existing plat and tax records, without the benefit of a field survey.

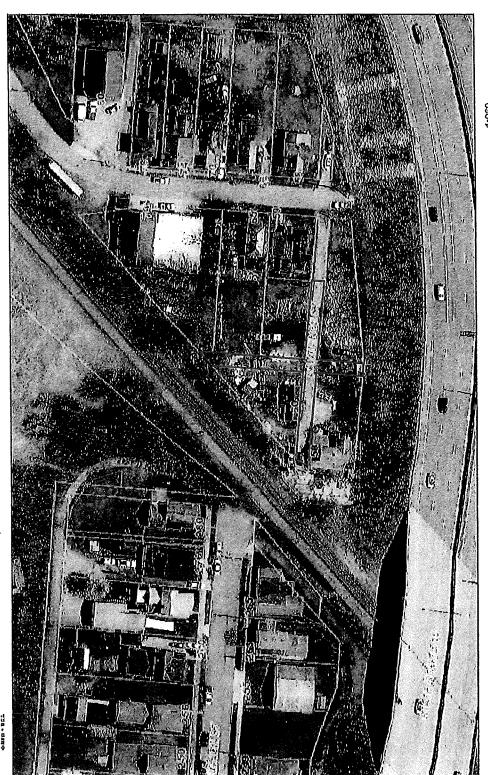
Respectfully submitted,

(Print--Do not print or sign as Mr. or Mrs., you must sign with your given name.)

NAME OF PARCEL OWNERS ADDRES	<u>s</u> <u>signature</u>
LICKING COUNTY LAND	Brenda 2 fox.
REUTILIZATION CORP. 205. ZND ST	NEWARK
JONE THEN	1 Cintal
2)60100 1	11



Proposed Street/Alley vacation - Vine St.









Resolution No.24-26 CI			
BY:			
A RESOLUTION APPROPRIATING	MONIES FOR CURRENT EXPENSES OF TH	IE MUNICIPAL CORP	ORATION
	tly and expeditiously conduct business of nent for a certain financial transaction as		in the best interest of its citizens,
NOW, THEREFORE, BE IT RESOL	VED BY THE COUNCIL OF THE CITY OF NE	WARK, COUNTY OF	LICKING, STATE OF OHIO.
	disappropriation of the appropriated bala Trouble Getting truck ordered in 2022 so	· ·	
335.432.5331	Machinery & Equipment	34,337.92	
335.432.5532	Vehicle	26580.00	
335.432.5331	Machinery & Equipment	3,517.00	
	oviding for an appropriation for current ex nt to Section 4.07 of the Charter of the Ci		cipal corporation; it shall go into
Adopted this day of	, 2024.		
President of Council			
Attest Clerk of Council			
Date filed with Mayor Date approved by Mayor			
Mayor			
, Approved as to form Director of	f Law		

ESOLUTION NO. 24-27
Y:
A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE AGREEMENT WITH JOSH GREER, ALAINA GREER, CAILEIGH HUGHES, AND SPENCER BARKER, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM
WHEREAS, Property Owners Josh Greer and Alaina Greer are in possession of real roperty located at 797 Country Club Dr., Newark, Ohio, Parcel No. 054-250866-00.000, and roperty Owners Caileigh Hughes and Spencer Barker are in possession of real property located to 798 Craig Parkway, Newark, Ohio, Parcel No. 054-254034-00.000 (collectively referred to as the "Property Owners"); and,
WHEREAS, the parcels owned by Property Owners are situated near a naturally ccurring hill, leading to drainage issues which have negatively impacted the surrounding eighborhood parcels; and,
WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist Property Owners in funding the cost of repairing the trainage concerns; and,
WHEREAS, the addition of a better drainage system will decrease water runoff in the rea, avoiding potential property damage or injury; and,
WHEREAS, in order to effectuate this project, Property Owners and City desire to enter nto the Cooperative Agreement attached as Exhibit "A."
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:
SECTION ONE: The Director of Public Service is hereby authorized and directed to enter into a cooperative agreement with Property Owners for the purpose of constructing a drainage system.
SECTION TWO: This Resolution shall become effective at the earliest time permitted by Article 4.07 of the Charter of the City of Newark, Ohio.
Passed this, 2024.

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PRESIDENT OF	COUNCIL

ATTEST:
CLERK OF COUNCIL
DATE FILED WITH MAYOR:
DATE APPROVED BY MAYOR:
MAYOR
FORM APPROVED:
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

# **COOPERATIVE AGREEMENT**

This COOPERATIVE AGREEMENT (the "Agreement") is entered into on or as of the date of the last signature below (the "Effective Date"), by and between the City of Newark, Ohio, (the "City") having its administrative address at 40 West Main Street, Newark, Ohio 43055, and Josh and Alaina Greer, homeowners at 797 Country Club Dr., Newark, Ohio 43055, and Spencer Barker and Caileigh Hughes, homeowners at 798 Craig Parkway, Newark, Ohio, collectively ("Property Owners").

WHEREAS, Property Owners are in possession of real property located at 797 Country Club Dr., Newark, Ohio, Parcel No. 054-250866-00.000, and 798 Craig Parkway, Newark, Ohio, Parcel No. 054-254034-00.000; and,

WHEREAS, the parcels owned by Property Owners are situated near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood parcels; and,

WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist Property Owners in funding the cost of repairing the drainage concerns; and,

WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, Property Owners have retained the services of a landscape professional to oversee the design and construction of an improved drainage system, the preliminary quote for which is attached to this Agreement as Exhibit "A"; and,

WHEREAS, execution of this Cooperative Agreement is necessary for this project to move forward.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the City and Property Owners hereby agree as follows:

- 1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owners shall permit the City or its authorized agents to enter upon the real property for the purpose of performing inspections, surveying, or any other reasonable purpose at any reasonable time or times after the execution of this Agreement, as related to the drainage project.
- 2. **COSTS AND MAINTENANCE.** The City has agreed to contribute a total sum of \$5,016.85 to the initial construction for the project, based on the quote obtained by Property Owners. It is understood that variations from the preliminary plans may be necessary due to unforeseen topographical problems or construction requirements, and

EXHIBIT

Apple 1

that this figure may increase slightly due to material costs and other adjustments. In no case, however, shall the City be responsible for significant additional financial contributions beyond the amount agreed above. In the event that the drainage project shall, in the future, require any maintenance, repairs, alterations, additions or modifications reasonably required to maintain the integrity of the system, the City shall have no obligation, financial or otherwise, to contribute to such repairs, cleaning, or modification and Property Owners will be solely responsible for these associated costs.

- 3. **EASEMENT AGREEMENT.** Property Owners agree to enter into a separate, private agreement which shall grant any easements necessary to complete the drainage project. The agreement shall delineate Property Owners' individual financial obligations for potential future repairs and maintenance. This separate easement agreement shall also grant the City a temporary construction easement and relieve the City of any future repair or funding responsibilities.
- 4. **CONSTRUCTION.** The construction of the drainage system shall be in full compliance with any and all state and local laws, rules, regulations, building codes, and any applicable administrative directives pertaining thereto.
- 5. **CONTINGENCY**. This Agreement is contingent on the passage of legislation through Newark City Council appropriating funds for this project. Should City Council choose not to provide funding, City's financial and other legal obligations related to this project will be extinguished and the entirety of this Agreement will be null and void.
- 6. **MODIFICATION**. The parties hereto hereby agree that any modifications to this Agreement must be made in writing and executed by both parties' authorized representatives to be effective.
- 7. **NOTICES.** Notices given under the terms of this Agreement shall be deemed sufficiently received, provided that in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to: The City of Newark at 40 W. Main St. Newark, OH 43055, Josh and Alaina Greer at 797 Country Club Dr., Newark, OH 43055, and Caileigh Hughes and Spencer Barker at 798 Craig Parkway, Newark, OH 43055.
- 8. **INDEMNIFICATION.** Property Owners hereby assume the risk and hereby agree to indemnify the City for any and all claims, including claims for monetary damages or damages to property. Property Owners hereby agree to hold City and its employees harmless, and release the same from any liability for any and all claims for damages, loss, liability, or expenses for injuries to persons (including death) or property belonging to City or third parties resulting from willful, intentional, reckless, negligent, or other acts of City, and its agents, officers, employees, or contractor as part of the drainage project as set forth herein. The City shall have no liability for any present or future accidents, acts of God, defects, or deficiencies pertaining to the drainage repair

- project; its contribution is related to funding the initial construction phase only. The City makes no warranties or guarantees regarding the drainage repair project.
- 9. **WAIVER**. No waiver of any right, condition or requirement of this Agreement by either party is to be deemed to imply or construe a further waiver of any other right, condition or requirement.
- 10. **CONSIDERATION.** Each party to this Agreement recognizes that the insight and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.
- 11. **ASSIGNABILITY**. Neither party shall assign any interest in this Agreement nor transfer any interest in this Agreement without prior written consent of the other party hereto. Said written consent shall not be unreasonably withheld.
- 12. **SEVERABILITY**. Should any provision or portion of this Agreement be rendered unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected and shall be enforced as fully as permitted by law.
- 13. **CAPTIONS**. Any captions used herein shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
- 14. **VENUE.** This Agreement shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Licking County, Ohio. Licking County, Ohio shall serve as the proper venue for the purposes of litigation relating to this Agreement's subject matter whether instituted by the City or Property Owners.
- 15. **BINDING EFFECT AND BENEFIT**. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 16. ENTIRE AGREEMENT. This Agreement together with all exhibits, schedules, and other ancillary documents described in this Agreement constitutes the entire agreement among the parties with respect to the subject matter, transactions, and obligations as described in this Agreement and supersedes all previous negotiations, commitments and writings with respect to such subject matter, transactions, and obligations as described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

# **CITY OF NEWARK**

Director of Public Service	Date
PROPERTY OWNERS	
Josh Greer	Date
Alaina Greer	Date
Spencer Barker	Date
Caileigh Hughes	Date

12676 Cobbs Road Johnstown, Ohio 43031 (614) 989-2964

# Wilson's Lawncare & Landscaping

# **Estimate**

Date Estimate # 2/9/2024 10167

Name / Address	
City of Newark	
Homeowner: Alaina Greer	
797 Country Club Drive	
Newark, Ohio 43055	

"Quality Service from the Ground Up" www.WilsonsLawnCare.com

	<b>EXHIBIT</b>	
tabbies*	A	

Description	Qty	Rate	Total
Drainage Project - Scope of work: Alaina Greer 797 Country Club Drive Newark, Ohio 43055  Trench & install a 215' of 4" Socked Perforated Pipe starting at the pipe where it comes in the backside of the property heading diagonally across the backyard toward the entrance at the south side of the house & towards Country Club Drive to tie into the 18" Double Wall Storm Sewer Drain that is approximately 3' in depth. In the area before we come out of the backyard we will run (2) legs of pipe in the yard to help gather more water & carry it out - Pipe will be installed per the provided drawing.  Apply (7) tons of pea gravel around the pipe.  The disturbed lawn areas will be back filled & all trenches will be covered back to original neight using existing soil. Grass Seed / Starter Fertilizer / Straw will be applied to disturbed areas for erosion purposes only.	1	5,016.85	5,016.85
Deposit of 1/2 down required. Remaining balance due upon completion.	Subtotal	/7.0F0/\`	\$5,016.85
TERMS OF PAYMENT:		x (7.25%)	\$0.00
Pricing is good for (30) days. All prices subject to applicable sales tax.	Total		\$5,016.85

All canceled orders are subject to a restocking fee up to 30% & all plant material ordered is non-refundable.

Payments for all services will be due upon reciept of invoice. Interest rate of 2% per month on all over due invoices.

Fuel Surcharges maybe applied to final invoice.

Wilson's Lawncare & Landscaping is not responsible for any irrigation, invisible dog fence, private utility lines or any unmarked utility lines, drainage and downspouts damaged during installation. Wilson's Lawncare & Landscaping is responsible for calling OUPS to mark utility lines.

GUARANTEE: Covers material bought by the original purchaser only. Woody plant material that are purchased from & planted by Wilson's Lawncare & Landscaping are guaranteed for (6) months from date of installation, provided that plants are properly watered & receive adequate care. An exception to this is injury by acts of nature including flood, high winds, ice & snow. This guarantee is limited to a one time replacement & does not cover any material that are transplanted. In accordance with industry standards, herbaceous plant material (ground covers, annuals, and biennials, etc) being of a pershable nature will not be guaranteed. Roses will be guaranteed for (3) months from time of installation. Sod & seeding jobs are guaranteed to be completed in a workman like manner according to standard practice, but coverage beyond installation is not provided since results are dependant on watering maintenance. Guarantee is void if terms of payment are not fulfilled.

The above prices, specifications and conditions are satisfactory and are hereby	Signature:	***************************************	 
accepted.			

RESOLUTION NO. 34-28
BY:
A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO COOPERATIVE AGREEMENTS WITH JASON DALE HOTTINGER, CHERI LYNN HOTTINGER, AND VARIOUS PROPERTY OWNERS ON STONEWALL DRIVE SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM
WHEREAS, Property Owners Jason Dale Hottinger and Cheri Lynn Hottinger are in possession of real property located at 894 Jonathan Lane, Newark, Ohio, identified as Licking County Auditor Parcel No. 054-289206-00.000; and,
WHEREAS, 894 Jonathan Lane is located near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood parcels located on Stonewall Drive; and,
WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist property owners on both Jonathan Lane and Stonewall Drive in funding the cost of repairing the drainage concerns; and,
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,
WHEREAS, in order to effectuate this project, the City of Newark and the respective property owners desire to enter into the corresponding Cooperative Agreements attached as Exhibits "A" and "B."
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:
<b>SECTION ONE</b> : The Director of Public Service is hereby authorized and directed to enter into cooperative agreements with property owners on Jonathan Lane and Stonewall Drive for the purpose of constructing a drainage system.
<b>SECTION TWO</b> : This Resolution shall become effective at the earliest time permitted by Article 4.07 of the Charter of the City of Newark, Ohio.
Passed this, 2024.

PRESIDENT	OF	COUNCIL
- KKESIDEN I	OF.	COUNCIL

ATTEST:
CLERK OF COUNCIL
DATE FILED WITH MAYOR:
DATE APPROVED BY MAYOR:
MAYOR
WATOK
FORM APPROVED:
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

# **COOPERATIVE AGREEMENT**

This Cooperative Agreement (the "Agreement") is entered into on or as of the date of the last signature below (the "Effective Date"), by and between the owners of the real estate listed below ("Property Owners") and the City of Newark, Ohio, (the "City") having its administrative address at 40 West Main Street, Newark, Ohio 43055.

WHEREAS, Property Owners Jason Dale Hottinger and Cheri Lynn Hottinger are in possession of real property located at 894 Jonathan Lane, Newark, Ohio, identified as Licking County Auditor Parcel No. 054-289206-00.000; and,

WHEREAS, City is currently in possession of a ten foot wide easement across the rear lot line of Property Owners' parcel for stormwater drainage and utility purposes, shown in Exhibit "A"; and,

WHEREAS, the parcel owned by Property Owners is located near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood; and,

WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist Property Owners in funding the cost of repairing the drainage concerns; and,

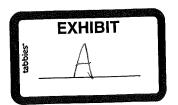
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, a landscape professional has been retained to oversee the design and construction of an improved drainage system utilizing the City's current easement on the property, the preliminary quote and design for which is attached to this Agreement as Exhibit "B"; and,

WHEREAS, execution of this Agreement is necessary for this project to move forward.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the City and Property Owners hereby agree as follows:

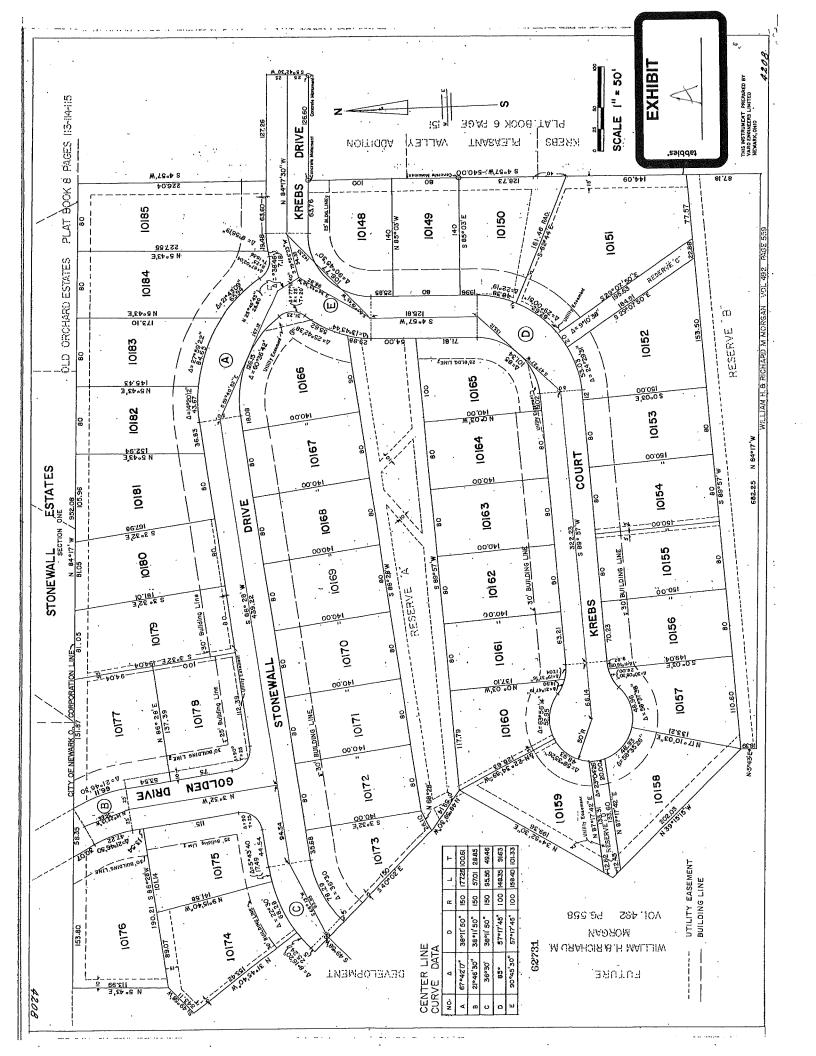
1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owners shall permit the City or its authorized agents to enter upon its property for the purpose of performing inspections, surveying, or any other reasonable purpose at any reasonable time or times after the execution of this Agreement, as related to the drainage project.



- 2. **COSTS AND MAINTENANCE.** The City has agreed to contribute a total sum of \$36,475.00 to the initial construction for the project, based on the quote obtained by Property Owners. It is understood that variations from the preliminary plans may be necessary due to unforeseen topographical problems or construction requirements, and that this figure may increase slightly due to material costs and other adjustments. In no case, however, shall such the City be responsible for significant additional financial contributions beyond the amount agreed above. In the event that the drainage project shall, in the future, require any maintenance, repairs, alterations, additions or modifications reasonably required to maintain the system, the City shall have no obligation, financial or otherwise, to contribute to such repairs, cleaning, or modification, and Property Owners will be solely responsible for these associated costs.
- 3. **CONSTRUCTION.** The construction of the drainage system shall be in full compliance with any and all state and local laws, rules, regulations, building codes, and any applicable administrative directives pertaining thereto. Property Owners hereby grant the City a temporary construction easement and relieve the City of any future repair or funding responsibilities.
- 4. **CONTINGENCY**. This Agreement is contingent on the passage of legislation through Newark City Council appropriating funds for this project. Should City Council choose not to provide funding, City's financial and other legal obligations related to this project will be extinguished and the entirety of this Agreement null and void.
- 5. **MODIFICATION**. The parties hereto hereby agree that any modifications to this Agreement must be made in writing and executed by both parties' authorized representatives to be effective.
- 6. **NOTICES.** Notices given under the terms of this Agreement shall be deemed sufficiently received, provided that in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to: The City of Newark at 40 W. Main St. Newark, OH 43055, or Property Owners at 894 Jonathan Lane, Newark, OH 43055.
- 7. **INDEMNIFICATION.** Property Owners hereby assume the risk and hereby agree to indemnify the City for any and all claims, including claims for monetary damages or damages to property. Property Owners hereby agree to hold City and its employees harmless, and release the same from any liability for any and all claims for damages, loss, liability, or expenses for injuries to persons (including death) or property belonging to City or third parties resulting from willful, intentional, reckless, negligent, or other acts of City, and its agents, officers, employees, or contractor as part of the drainage project as set forth herein. The City shall have no liability for any present or future accidents, acts of God, defects, or deficiencies pertaining to the drainage repair project; its contribution is related to funding the initial construction phase only. The City makes no warranties or guarantees regarding the drainage repair project.

- 8. **WAIVER**. No waiver of any right, condition or requirement of this Agreement by either party is to be deemed to imply or construe a further waiver of any other right, condition or requirement.
- 9. **CONSIDERATION.** Each party to this Agreement recognizes that the insight and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.
- 10. **ASSIGNABILITY.** Neither party shall assign any interest in this Agreement nor transfer any interest in this Agreement without prior written consent of the other party hereto. Said written consent shall not be unreasonably withheld.
- 11. **SEVERABILITY**. Should any provision or portion of this Agreement be rendered unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected and shall be enforced as fully as permitted by law.
- 12. **CAPTIONS**. Any captions used herein shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
- 13. **VENUE.** This Agreement shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Licking County, Ohio. Licking County, Ohio shall serve as the proper venue for the purposes of litigation relating to this Agreement's subject matter whether instituted by the City or Property Owners.
- 14. **BINDING EFFECT AND BENEFIT**. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 15. **ENTIRE AGREEMENT.** This Agreement together with all exhibits, schedules, and other ancillary documents described in this Agreement constitutes the entire agreement among the parties with respect to the subject matter, transactions, and obligations as described in this Agreement and supersedes all previous negotiations, commitments and writings with respect to such subject matter, transactions, and obligations as described in this Agreement.

IN WITNESS WHEREOF, below:	the parties have executed this Agree	ment on the dates indicated	
CITY OF NEWARK			
Director of Public Service		Date	_
PROPERTY OWNERS			
Jason Dale Hottinger	Cheri Lynn Hottinger	Date	



# STONEWAL

SECTION

THE SAME REAL PROPERTY CONVEYED TO ARKAY HOMES INC. BY WARRANTY DEED DATED DEC. 29, 1967 BY WILLIAM HARRIES MORGAN AND BETTY-KEN-NEDY MORGAN, HIS WIFE AND RICHARD H.MORGAN AND MARIANNA KEEL ERMORGAN HIS WIFE AND RECORDED IN VOLUME 628 PAGE 264 OF THE LICKING COUNTY SITUATED IN THE COUNTY OF LICKING, CITY OF NEWARK, OHIO. AND BEING DEED RECORDS

HEREON PLATTED, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT COR-RECTLY REPRESENTS ITS STONEWALL ESTATES, DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATES TO PUBLIC USE ALL OR PARTS OF THE COURTS THE UNDERSIGNED ARKAY HOMES INC. BY WADE POWERS JR., PRESIDENT AND DONALD ROBINSON SECRETARY TREASURER DULY AUTHORIZED IN THE PREMISES BY ACTION OF ITS BOARD OF DIRECTORS, OWNERS OF THE LAND AND DRIVES SHOWN HEREON AND NOT HERETOFORE, DEDICATED. EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR CONSTRUCTION, OPERATION AND MAINTANCE OF PUBLIC UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND, AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ADJACENT LOTS AND FOR STORM DRAINAGE IN WITNESS THEREOF, WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY, OF ARKAY HOMES INC. HAVE HEREUNTO SET THEIR HANDS THIS JET DAY OF THEIR 1968

WITNESS

ARKAY HOMES INC.

STATE OF OHIO LICKING COUNTY OHIO

SÜRER RESPECTIVELY OF SAID ARKAY HOMES INC. WHO ACKOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BEYTHEIR VOLUNTARY ACT AND DEED AND THE . VOLUNTARY ACT AND DEED OF SAID ARKAY HOMES INC. FOR THE USES AND PURPOSES WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREA-BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED HEREIN EX PRESSED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS (23... DAY OF TITMEN A.C. 1968



NOTARY PUBLIC, LICKING COUNTY, OHIO MY COMMISSION EXPIRES SEARCH

**ESTATES** 

ONE

THIS LAYOUT OF STONEWALL ESTATES, BY RESOLUTION PASSED 12 DAY OF MARCH 1968 THE PLANNING COMMISSION OF THE CITY OF NEWARK, OHIO HEREBY APPROYES

COMMISSION SECRETARY

- DAY OF Masch. 1968 THE COUNCIL OF THE CITY OF NEWARK, OHIO HEREBY APPROVES AND ACCEPTS THE DRIVES AND COURTS AS DELINEATED ON THIS PLAT OF STONEWALL ESTATES SECTION ONE, BY ORDINANCE NO. 68-16. PASSED THIS. 18 DAY OF 771046. IS

ATTEST DENTE OF GOUNCIL

THE LAND HEREON PLATTED TRANSFERRED THIS 25 DAY OF MARCA 1968 TOTAL ACREAGE 15.897 FEE 3 2

LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 28 DAY OF TRACE, 1968 AT 3 40 AND RECORDED THE 29 DAY OF TRACES IN PLAT BOOK 2 PAGES 77-72-73 WITH RESTRICTIONS ATTACHED. 62731

RESTRICTIONS FEE 4.00 TOTAL FEE PLAT FEE

LICKING COUNTY RECORDER

NOTES

ALL CHANGES IN R/W MARKED WITH I"DIA, IRON PINS ALL UTILITY EASEMENTS IS WIDE UNLESS OTHERWISE SHOWN DIMENSIONS SHOWN ON CURVED LINES ARE CHORD DIMENSIONS CONCRETE MONUMENTS TO BE SET AS SHOWN ALL LOT CORNERS TO BE IRON PINNED

I HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE LAND LAID OUT AND PLATTED BY ME FOR ARKAY HOMES INC

REG. SURVEYOR NO. 4626

THIS INSTRUMENT PREPÁRED BY VARO ENGINEERS LIMITED, NEWARK, OHIO

APFROVED

FOR TRANSPER

JOHN N. WATEINS

Liching County Engineer

1208-

0200 (Sec. 1) \$ 10024 38 JOO22 3000/8 d'®10016 200 32 SOL 352 (C)001 \$ (\$) ezoo1 10021 (3) SZ001 3 8 2 185-50-W V 03. 26: 50"W \$555 \$3555 71001 134,52 ji D TOWNSHIP 2, RANGE 12, PART OF LOT 6. NEWARK TWP. LICKING CO. OHIO. Ido E. Milner Vol. 297 Ap. 339 Vol. 430 Ap. 3038 (£)0966 (B) /100/ ki (3) 6000/ 10004 31 10006 31 100 1 000 0010 ES174 3 2962 (F) Walter K. Eogle Vol.445 Pg. 210 00000 9968 ٧ A H H H G 8666 COLDEN 3963 9005 B (3) **8** 55 CURVE DATA 2-6-07-50-1-8-4-00-03 8266 (49) 1266 9377 (§) 2997 ٨ 9973 3 \$ 82cc 18 S2500 39768 100 Seec 2984 2766 . (§) 9967 (35 3982 770 3.02 18.00 6866 0666 8.321 8.00 8.00 8.00 8.00 HEOTM Morgans North 40 Ravised 1st Addition of 5k.8 Pg 102 ,0, 107 201107 ng Commission Secretary Notory Public, Licking County Ohio.
My commission expires at the state of the state The land hereon platted has been transferred this 28 Day of Lydra Lul. 1864. Auditing ree 5.25.2. The Planning Commission of Newark Township hereby approves the loyout of Old Orchard Estates Addition by Resolution Na. passed this 13 day of Community. herein, those coused the within delineated lends to be surveyed, leid out and platted on so herein shown, and soid carporation as the owners thereof does herein shown, and soid carporation as the owners thereof does herein go devicate the bublic use trever the Streets as designated and shown a said lot having acquired title by deeds recorded in Volume 516, page 491 and Volume 518 page 421 and said Volume 518 page 421 and said the following soil platters of the lots of oll Lots Streets and Roads are marked on the plot in feet and decimal parts thereof. Ourty Baccada are marked on the plot in feet and decimal parts thereof the Public use are not decimal parts thereof the Public use are not decimal to the plot in feet and decimal parts the dedicated the Public use are neverly dedicated for such a purposes above and benefit the ground. The restrictions afterned therefor the hereby made parts shot as it fully rewritten herein. The undersigned further agrees that this dedication is a consecution handle in here the said assigns, forever, we have this 21st day signed and exknowledged in the presence of: STATE OF OHIO, COUNTY OF LICKING 33.

Before me a Notory Public in and for baid county, personally came the above named a Rothery Public in and for baid county, personally came the above named a Rothery of Fulfon Price Inc. and acknowledged the signing of the foregoing instrument to be their voluntary and deed as president and secretary of the soid Fulfon Price Inc. In Witness whereof I have hereunto set my hand and office and protorial seel this 211 and of the set with a set my hand and office Inc. an Ohia Corposotion, by its officers elety outhorized thin or an one confined to be surregulated loid out and and another surregulated to surregulated or as a series of the confined to a designated and shown an another of electric the affects of the street of the surregulated in polume 366, began 43 shown an another of the confined in polume 366, page 431 and 24 - Secretary The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this 22th day of Sapt. The County Engineer of Licking County, Ohio, hereby appraves the layout of Orchard Estates Addition this 28 day of Sept 1964 .President The Planning Commission of the City of Nawark. Chic, hereby operaves this layout of Old Orchard Estates Addition this Leby. Goy of Addition. 1964. We do hereby cartify, that we have surveyed the above premises, prepared; e foregoing plat and that said plat is correct. Then pins or placed placed of it is correct. Then pins or placed to life corrects and curve points. Chairman, Newark Township. Trustees. The above plat and attached restrictions were received for recording this 22 ft boy of Lytherwales 1884 in Plat Book 191. 8 - Pages 1/3, 1124/154 Fee: Plat Logy of Lytherwales 1884 in Plat Book 191. 8 - Appendix 1887 Fee: Plat Book 191. 1887 Fee: Plat Book 191. 1887 Fee: Plat Book 191. 1887 Fee: Tatal Book 191. 1887 Fee: Plat Book 191. 1887 Fee Licking County Commissioners Charles Colonary Auditoric County Engineer. The same City of Newark Planni A. R. JOBES & ASSOCIATES - CONSUL Licking , , James Buch This instrument prepared by. Fu/ton 5377 . 7.4

Fulton Price Inc. an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said plat having acquired title by deeds recorded in Volume 566, Page 491 and Volume 575 Page 775 of the Licking County Records.

The dimensions of all Lats, Streets and Roads are marked on the Plat in feet. M. TOWNSHIP 2 and decimal parts thereof: dimensions on Curves are chord distonces. The Streets and Roads not hereto fore dedicated to Public use are hereby dedicated for use as such. Easements reserved and given where indicated on the plot for Public Utility: purposes above and beneath the ground.

The restrictions attached hereto are hereby made a part of this Plat as if fully rewritten herein. The undersigned further agrees that this dedication is a covenant binding ourselves, our heirs and assigns, forever; we have this 25 day of 1864 the second our heirs and assigns, forever. 196# here to affixed our hands Signed and acknowledged in the presence of L. Janies Poular By My Richard Fullow President By My ion E. Price Georetary \$\frac{5}{5}TATE OF OHIO. COUNTY OF LICKING \$3.

\$\frac{5}{5} Defore me a Notary Public in and for said county, personally came the above named. Richard Fulton president and Myron E. Price, secretary of Fulton Price Inc.

and acknowledged the signing of the foregoing instrument to be their voluntary act and deed as president and secretary of the said Fulton Price Inc.

In witness whereof I have hereunto set my hand and affixed my notorial seal this \( 23\) day of \( \frac{5}{25}\) foreign \( \frac{1}{25}\) and \( \frac{1}{25}\) L. Daws Sondan Notary Public, Licking County Ohio. My commission expirés of Lott 1950 187.03 R.C. The Planning Commission of Newark Township hereby approves the layout of Old Orchard Estates Addition by Resolution No passed this 13 day of august 1964 a. C. Cound Chairman, Newark.Township.Trustees... The County Engineer of Licking County Ohio, hereby approves the layout of Orchard Estates Addition this 28 day of Sept 1964 9993 Old Orchard Estates Addition this 28 A. Wark Lot 101. Licking County Engineer. The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this 28th day of Sept. 1964. 9992 Byron Van atta. Lotioz 9991 Licking County Commissioners The land hereon platted has been transferred this 28 day of listemen 1964 Total Acreage 37.952 Auditing Fee \$ 3.50 Morgans North 40 Qurel E. Coffman Licking abouty Auditored Devised 1st Addition Bk.B. Pg 102 9990 26230 Lof 103 The above plat and attached restrictions were received for recording this 29 th day of fortular 1964 in Plat Book Vol. 8 Pages 113, 1144/15

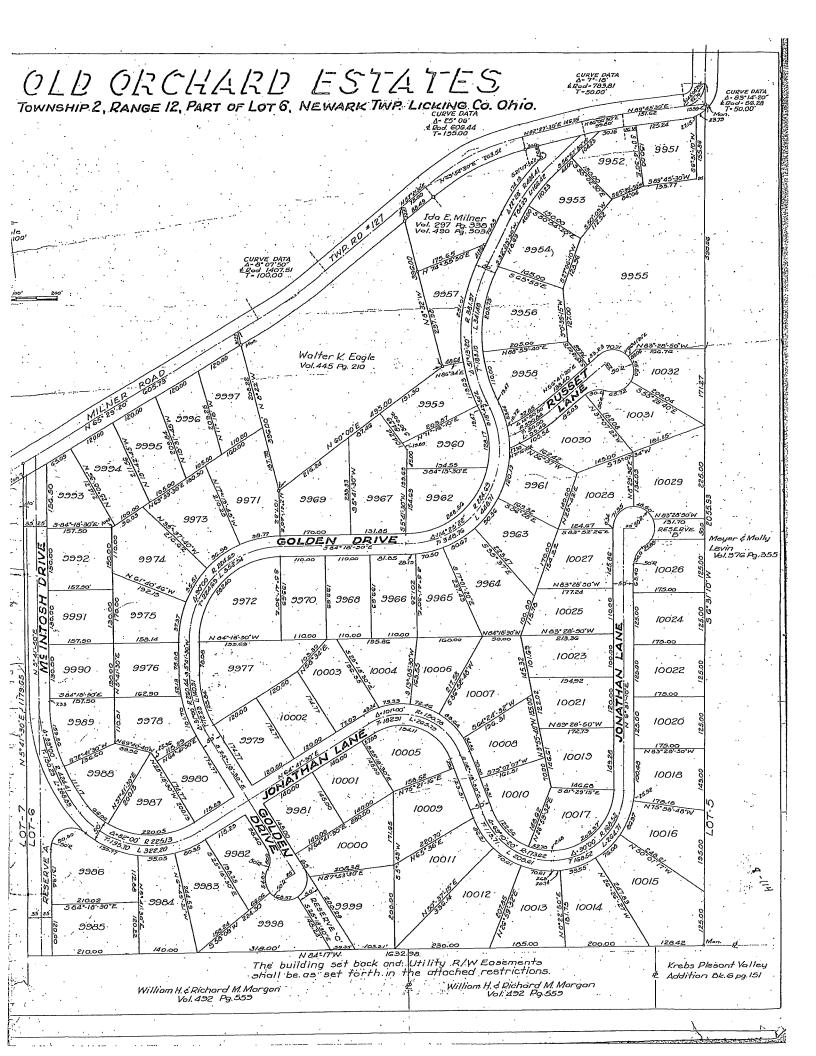
Fee: Plat \$ \$1.44 7270:30 select AM - Recorded Signature 28, 1964

Destriction \$ 5.00

Total / \$ 13.64

Licking County Recorder 9989 We do hereby certify, that we have surveyed the obove premises, prepared is foregoing plat and that said plat is correct. Iron pins are placed at all lot corners and curve points. A. P. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O. alom Pofes 2006; The Planning Commission of the City of Nework Ohio, hereby opproves this layout of Orchard Estates Addition this 25 day of Affects 1964. 9995 City of Newark Planning Commission Secretary 210.00 1.44 APPROVED.

FOR TRANSFER # JOHN N. WATKINS # Littles Courty Registra For Modification of Restriction See Deed Record Vol 648 Pg 353 SEE INST # 199811030042060 This instrument prepared by Colon R Jefeo



ORCHARD ISTATES IX, LICKING COUNTY, A SUBDIVISION IN THE TOWNSHIP OF B

the following covenants, agreements, conditions, provisions, assumins; restrictions and chages have been adopted by Pritter Rices, instructions and chages have been and uniform approvements; restrictions and chages have been and uniform approvements and promitive of all property described in said of dechand Enterges, and the same of the characteristic of all property described in said of dechand Enterges, as Subdividion in the Tomaniby of Nemark, Licking Country, Chils, and for the hard, in the Tomaniby of Nemark, Licking Country, Chils, and for the hard, and the properties of all presents and the covening agreements, conditions; page 10 hold to inclide and hear the covening agreement, conditions; page 10 hold to inclide and hear the orders of country state, Principal Principal Country Chils, and the principal Country Chils and the right to contrust a good faith, Sail 10 held to inclide and hear is all respectation in a good faith, Sail 10 held to inclide and hear; and interpretation and their contruction and the right to contrust a good faith, Sail 10 held to inclide and hear; and in the right to contrust and an expectation of any public statements and hear and property and restriction of sail present on property in the application of the present of sail present on property and interpretation of the present of sail from the certainty of the analysis of the antitional organization of the property sail have the effect of indighting of the antitional organization of the property and the sail and the control of the sail of the property and the principal of the principal organization of the property and the property and the provision of the provision of the provision of the property and the property and the provision of the provisi

# ARTICLE II. Exceptions

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# ARTICLE VIII. Right to Enforce

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# AKTICLE IX . Duration of Restrictions

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# ARTICLE III. Nulsances

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# RTICLE IV. Use of Land

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Reserves A., B and C as designated on the Plate dethers Addition.

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and Putton Prior in the residual in the said Putton Prior Inc.

In the said Putton Prior in the said Putton 77.F



QUOTE

169 Dayton Rd. Newark, OH 43055 rtury@laytoninc.com Phone: 740-349-7101

Fax: 740-349-7101

PLAN SET DATE
DATE
QUOTE #
WAGE
VALID UNTIL

<b>4</b>	
NA NA	
10/30/2023	
1	
Non-Prevailing	
11/29/2023	

36,475.00

# Jonathan Lane Project - Newark Stormwater Project

# Storm Drainage Improvements

1 ls Mobilization 12" Conduit 220 lf 84 If 8" Conduit 182 If 6" Conduit 98 If 4" Conduit 2 ea 3x3 Catch Basin 2 ea 2x2 Catch Basin 655 sy Seeding & Stawing

**COMBINED TOTAL** \$ 36,475.00

TOTAL \$

# **EXCLUSIONS:**

Permits & Fees

Soils Engineering & Testing

Unsuitable Soils Removal & Replacement

Tree Removal

Damage/Replacement of Fencing

Damage/Replacement of Driveways

**Existing Structures Condition** 

Relocation and/or Removal of Existing Utilities (unless otherwise noted above)

Soils Imported or Exported Off Site (unless otherwise noted above)

Soil Stabilization (unless otherwise noted above)

Concrete Placement (unless otherwise noted above)

Hydrovacing Existing Structures

# **QUALIFICATIONS:**

Quote is good for 30 days.

Compaction is based on standard proctor.

Price is based upon performing all work quoted.

Items not specifically included, are excluded.

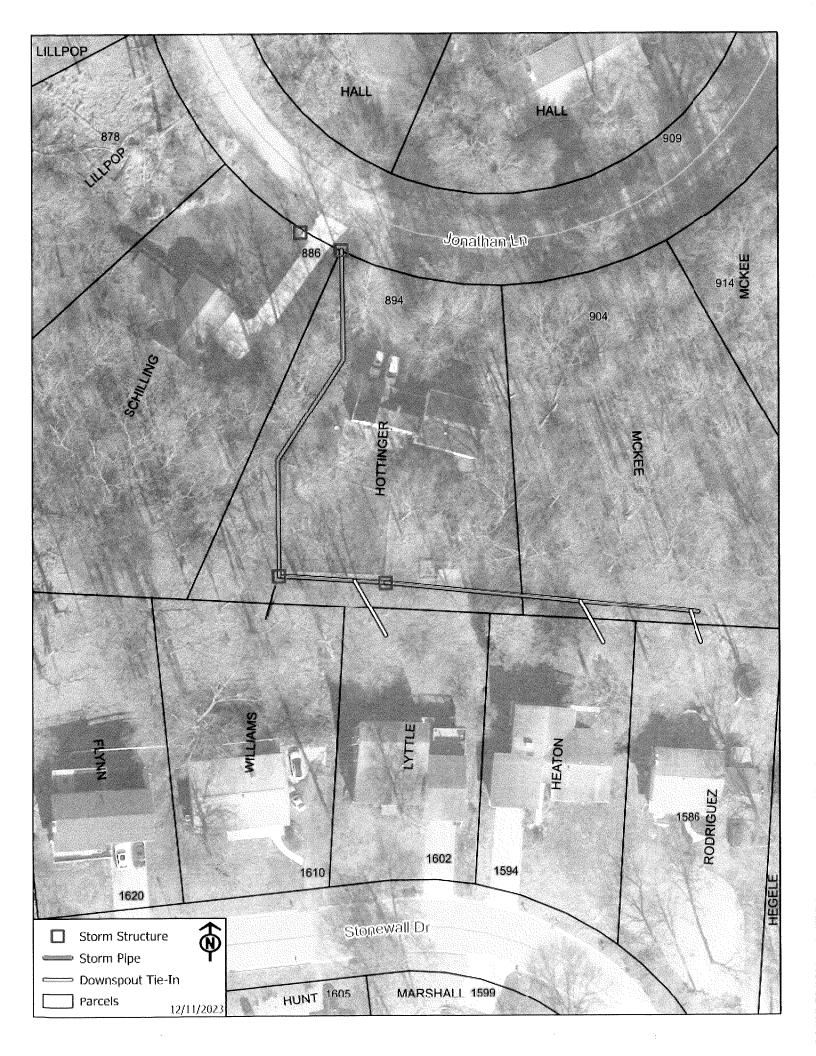
Scope of work meeting prior to contract signing.

Delays caused by material volatility are not at fault of Layton Inc.

Sincerely,

Richard Tury





# **COOPERATIVE AGREEMENT**

This Cooperative Agreement (the "Agreement") is entered into on or as of the date of the last signature below (the "Effective Date"), by and between the owner of the real estate listed below ("Property Owner") and the City of Newark, Ohio, (the "City") having its administrative address at 40 West Main Street, Newark, Ohio 43055.

WHEREAS, Property Owner(s)		
is in possession of real property located at	, Newark, Oh	io,
identified as Licking County Auditor Parcel No	; and,	

WHEREAS, City is currently in possession of a fifteen foot wide easement across the rear lot line of Property Owner's parcel for stormwater drainage and utility purposes, shown in Exhibit "A"; and,

WHEREAS, Property Owner's parcel is located near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood and led to ponding and violations of Property Maintenance Code 302.2 on Property Owner's parcel; and,

WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist in repairing the drainage concerns; and,

WHEREAS, the addition of a better drainage system with multiple downspout tie-ins will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, a landscape professional has been retained to oversee the design and construction of an improved drainage system utilizing the City's current easement on the property, the preliminary quote and design for which is attached to this Agreement as Exhibit "B"; and,

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the City and Property Owner hereby agree as follows:

- 1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owner shall permit the City or its authorized agents to enter upon its property for the purpose of performing inspections, surveying, construction, accessing its easement area, or any other reasonable purpose at any reasonable time or times after the execution of this Agreement, as related to the drainage project.
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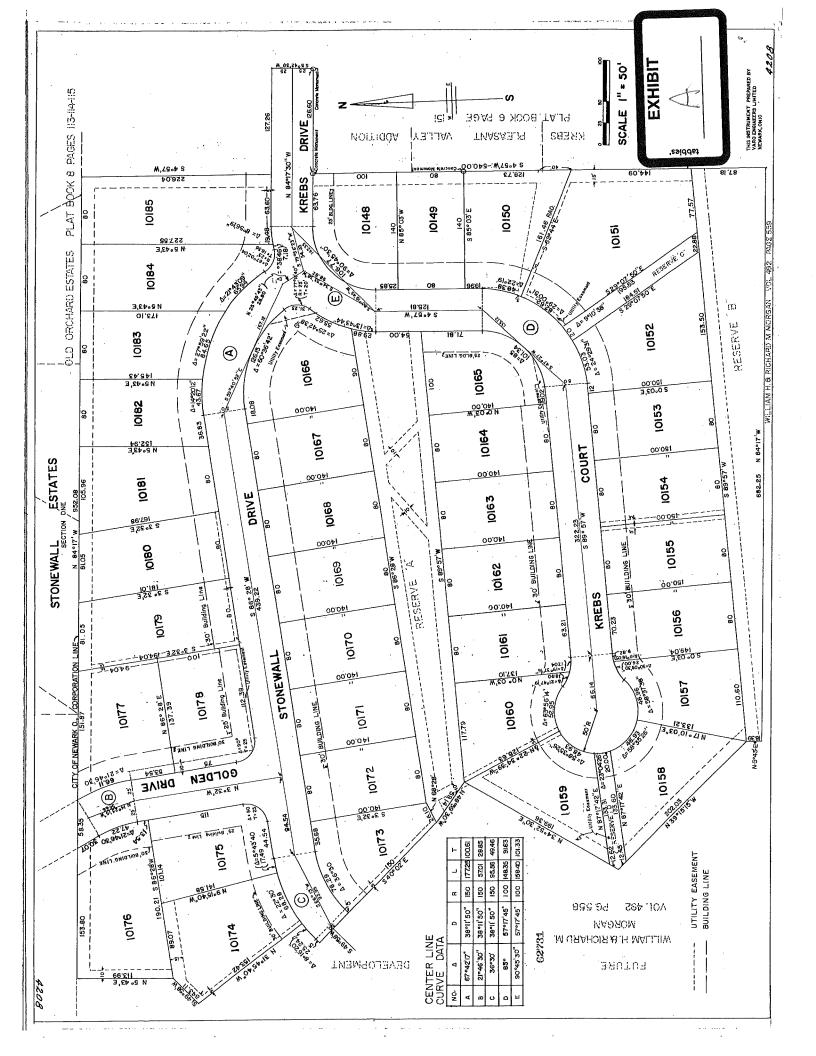


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- 4. **CONTINGENCY**. This Agreement is contingent on the passage of legislation through Newark City Council appropriating funds for this project. Should City Council choose not to provide funding, City's financial and other legal obligations related to this project will be extinguished and the entirety of this Agreement null and void.
- 5. **MODIFICATION**. The parties hereto hereby agree that any modifications to this Agreement must be made in writing and executed by both parties' authorized representatives to be effective.
- 6. **NOTICES.** Notices given under the terms of this Agreement shall be deemed sufficiently received, provided that in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to: The City of Newark at 40 W. Main St. Newark, OH 43055, or Property Owner at
- 7. **INDEMNIFICATION.** Property Owner hereby assumes the risk and hereby agrees to indemnify the City for any and all claims, including claims for monetary damages or damages to property. Property Owner hereby agrees to hold City and its employees harmless, and release the same from any liability for any and all claims for damages, loss, liability, or expenses for injuries to persons (including death) or property belonging to City or third parties resulting from willful, intentional, reckless, negligent, or other acts of City, and its agents, officers, employees, or contractor as part of the drainage project as set forth herein. The City shall have no liability for any present or future accidents, acts of God, defects, or deficiencies pertaining to the drainage repair project; its contribution is related to funding the initial construction phase only. The City makes no warranties or guarantees regarding the drainage repair project.
- 8. **WAIVER**. No waiver of any right, condition or requirement of this Agreement by either party is to be deemed to imply or construe a further waiver of any other right, condition or requirement.
- 9. **CONSIDERATION.** Each party to this Agreement recognizes that the insight and benefits received by the respective parties to this Agreement are valuable and

- substantial; enforcement of this Agreement cannot be challenged for lack of consideration.
- 10. **ASSIGNABILITY.** Neither party shall assign any interest in this Agreement nor transfer any interest in this Agreement without prior written consent of the other party hereto. Said written consent shall not be unreasonably withheld.
- 11. **SEVERABILITY**. Should any provision or portion of this Agreement be rendered unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected and shall be enforced as fully as permitted by law.
- 12. **CAPTIONS**. Any captions used herein shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
- 13. **VENUE.** This Agreement shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Licking County, Ohio. Licking County, Ohio shall serve as the proper venue for the purposes of litigation relating to this Agreement's subject matter whether instituted by the City or Property Owner.
- 14. **BINDING EFFECT AND BENEFIT**. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 15. **ENTIRE AGREEMENT.** This Agreement together with all exhibits, schedules, and other ancillary documents described in this Agreement constitutes the entire agreement among the parties with respect to the subject matter, transactions, and obligations as described in this Agreement and supersedes all previous negotiations, commitments and writings with respect to such subject matter, transactions, and obligations as described in this Agreement.

below:		
CITY OF NEWARK		
Director of Public Service	 e	——————————————————————————————————————
PROPERTY OWNER		
Property Owner Name	Signature	Date



**ESTATES** 

THE SAME REAL PROPERTY CONVEYED TO ARKAY HOMES INC. BY WARRANTY DEED DATED DEC. 29, 1967 BY WILLIAM HARRIES MORGAN AND BETTY KEN-NEDY MORGAN, HIS WIFE AND RICHARD H.MORGAN AND MARIANNA KEEL ER-MORGAN HIS WIFE AND RECORDED IN VOLUME 628 PAGE 264 OF THE LICKING COUNTY SITUATED IN THE COUNTY OF LICKING, CITY OF NEWARK, OHIO, AND BEING DEED RECORDS

RECTLY REPRESENTS ITS STONEWALL ESTATES, DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATES TO PUBLIC USE ALL OR PARTS OF THE COURTS HEREON PLATTED, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT COR-THE UNDERSIGNED ARKAY HOMES INC. BY WADE POWERS JR., PRESIDENT AND DONALD ROBINSON SECRETARY TREASURER DULY AUTHORIZED IN THE PREMISES BY ACTION OF ITS BOARD OF DIRECTORS, OWNERS OF THE LAND AND DRIVES SHOWN HEREON AND NOT HERETOFORE, DEDICATED.

RUCTION, OPERATION AND MAINTANCE OF PUBLIC UTILITIES ABOVE AND BEN-EATH THE SURFACE OF THE GROUND, AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR CONST-ADJACENT LOTS AND FOR STORM DRAINAGE IN WITNESS THEREOF, WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY OF ARKAY HOMES INC. HAVE HEREUNTO SET THEIR HANDS THIS (32" DAY OF 17 ARKEY 1968

ARKAY HOMES INC.

Ą

LICKING COUNTY OHIO STATE OF OHIO

WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY OF SAID ARKAY HOMES INC. WHO ACKOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BEATHEIR VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID ARKAY HOMES INC. FOR THE USES AND PURPOSES BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED HEREIN EX PRESSED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS (3). DAY OF TITHE (4). 1968



NOTARY PUBLIC, LICKING COUNTY, OHIO MY COMMISSION EXPIRES SONF. 1973.

THE PLANNING COMMISSION OF THE CITY OF NEWARK, OHIO HEREBY APPROVES THIS LAY OUT OF STONEWALL ESTATES, BY RESOLUTION PASSED L2 DAY OF MESCH 1968

PLANNING COMMISSION SECRETARY

THE COUNCIL OF THE CITY OF NEWARK, OHIO HEREBY APPROVES AND ACCEPTS THE DRIVES AND COURTS AS DELINEATED ON THIS PLAT OF STONEWALL ESTATES SECTION ONE, BY ORDINANCE NO. 62.26. PASSED THIS  $-18^{\frac{1}{2}}$ . DAY OF ZHOME, B68

ATTEST PRINTED BLANDINGL

THE LAND HEREON PLATTED TRANSFERRED THIS 25 DAY OF TARGET 1968 TOTAL ACREAGE 15897 FEE 35 À

LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 2.8 DAY OF PAGES AT 3.70 AND RECORDED THE 2.9 DAY OF PAGES IN PLAT BOOK 7. PAGES 71-73-73 WITH RESTRICTIONS ATTACHED. 62731

FEE 4.00 TOTAL FEE RESTRICTIONS

LICKING COUNTY RECORDER

ALL UTILITY EASEMENTS 15'WIDE UNLESS OTHERWISE SHOWN DIMENSIONS SHOWN ON CURVED LINES ARE CHORD DIMENSIONS ALL LOT CORNERS TO BE IRON PINNED CONCRETE MONUMENTS TO BE SET AS SHOWN ALL CHANGES IN R/W MARKED WITH I" DIA. IRON PINS

I HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE LAND LAID OUT AND PLATTED BY ME FOR ARKAY HOMES INC.

REC. SURVEYOR NO. 4626

APPROVED DON TICHER DON N. WATKINS ILICIDE COUNT ENGINEER



THIS INSTRUMENT PREPARED BY VARO ENGINEERS LIMITED, NEWARK, OHIO

4208-

16.75 W 15.36.46 W 0200 3800022 A 30016 2001(35) 8/00/B V83.28V 405 FEB. , E) 500Z001 SE 1001 (8) EZ001 @ 52001 10021 \$ \$385 V N.63-28:50'W N83"26"30"W (3) Chulleting of Sections A Riberton The building set book and Utility KIW Cosements shall be as set forth in the attached restrictions ji (3) g 36.6 (3) (3) (4) (4) (4) 12:0:00 TE 21001 9000 2966 10001 100 E. Milner 4 101. 297 Pr. 338 4 101. 430 Pr. 303.8 12 (26) ESEE 15 (E) 09 6 6 . (3) 55/4 2000 SECTION S (a) 6000/ DRIVE 3 2967 (3) Walter K. Eogle Vol.445 Pg. 210 William H. e. Brehard M. Morgan. ٧ 19 E 20 BEEF GOLDEN /0002 (3) (3) (8) E 23.23 (9) (3) 997/ 29977 7666 (6) 9666 3378 B 3964 . (§) 99.67 (35) .. 98869 6866 HSOTNY 3M 86.021 866. 37 07 07 100, 107 100, 107 100, 107 100, 107 100, 107 701107 herein, how coused the within delinated longs to be surveyed, laid outhorized herein, how coused the within delinated longs to be surveyed, laid out and hotted as burkeyed, laid out and hotted as herein above, and said corporation as the owners thereof does herein believe to built laid the said designated and shown an early plot hoving acquired this built deads recorded in Volume 515 loops 431 and Volume 515 loops 431 and Volume 515 loops 431 and hot hoving acquired the Licking County Records are laided are marked on the plot in feet and decinal parts thereoff dimensions on Curves are chard distances. The Streets and decinal parts thereoff dimensions on Curves are chard distances. The Streets on such. Easimants reserved and given where indicated on the plot for public Utility purchase herein the control herein affected herein are hereby made a part of this plot as if fully rewrithen herein. The undersigned further agrees that this dedication is a covernort binding ourselves, our heirs and assigns, forever, we have this 3.5° day of Calmers 1862, here to affixed our hands. City of Newark Planning Commission Secretary Notory Public. Licking County Ohio.
My commission expires and the state of the stat A. R. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O. Consulting to the Consulting of the Consul The Planning Commission of Nework Township hereby approves the loyout of Orchard Estates Addition by Resolution Na passed this 13 day of Committees A STATE OF OHIO, COUNTY OF LICKING 31
Defore man Notice you public mond for abid county, personally come the above named a Labrace man present and Myran E price, secretary of Fulton Drice Inc.
A labrace fullian present and Myran E price, secretary of Fulton Drice Inc. on a acknowledged "the signing of the foregoing instrument to be their voluntary or and decad as president and secretary of the said Fulton Poice Inc. Inc. Inc. Myranes whereof I have herounto set my hand and officed my natorial secil this -211--404 off--211--404 By Hilland Filler President By My word S. Park County, Ohio, hereby approves the layout of day of Sept 1964 The Planning Commission of the City of Nework, Ohio, hereby operaves this layout of Old Orchard Estates Addition this.—25\_ day of Mission is the Commission of Old Orchard Estates. We do hereby certify, that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct. Iron pins are placed at all lot corners and curve paints. Chairmon, Newark Township Trustees. The above plat and affacted restrictions were received for recording this 22 th day of Apparature 1984, in Plot Book Vol. 8 Pages 1/3 (1247)/5 Fee: Plot of Apparature 1984, in Plot Book Vol. 8 Pages 1/3 (1247)/5 Fee: Plot of Apparature 1987 Fee: Pl Commissioners Charles Coffman Licking Abouty Auditorie Licking County Engineer . . Byon how are The County Engineer of Licking Old Orchard Estates Addition this 28

· an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said plat having acquired title by deeds recorded in Volume 586, Page 175 of the Licking County Records.

The dimensions of all Lots, Streets and Roads are marked on the Plat in feet Township 2 and decimal parts thereof; dimensions on Curves are chord distances. The Streets and Roads not hereto fore dedicated to Public use are hereby dedicated for use as such. Easements reserved and given where indicated on the plot for Public Utility purposes above and beneath the ground. The restrictions attached hereto are hereby made a part of this Plat as if fully rewritten herein. The undersigned further agrees that this dedication is a covenant binding aurelives, our heirs and assigns, forever, we have this 28th day of Salar 1964 here to affixed our hands. L. Janis Joshy Signed and acknowledged in the presence of: By M. Richard Fullow President By Myron E. Price Secretary STATE OF OHIO, COUNTY OF LICKING SS.

Defore me a Notary Public in and for said county, personally came the above named J. Richard Fulton, president and Myron E. Price, secretary of Fulton Price Inc.

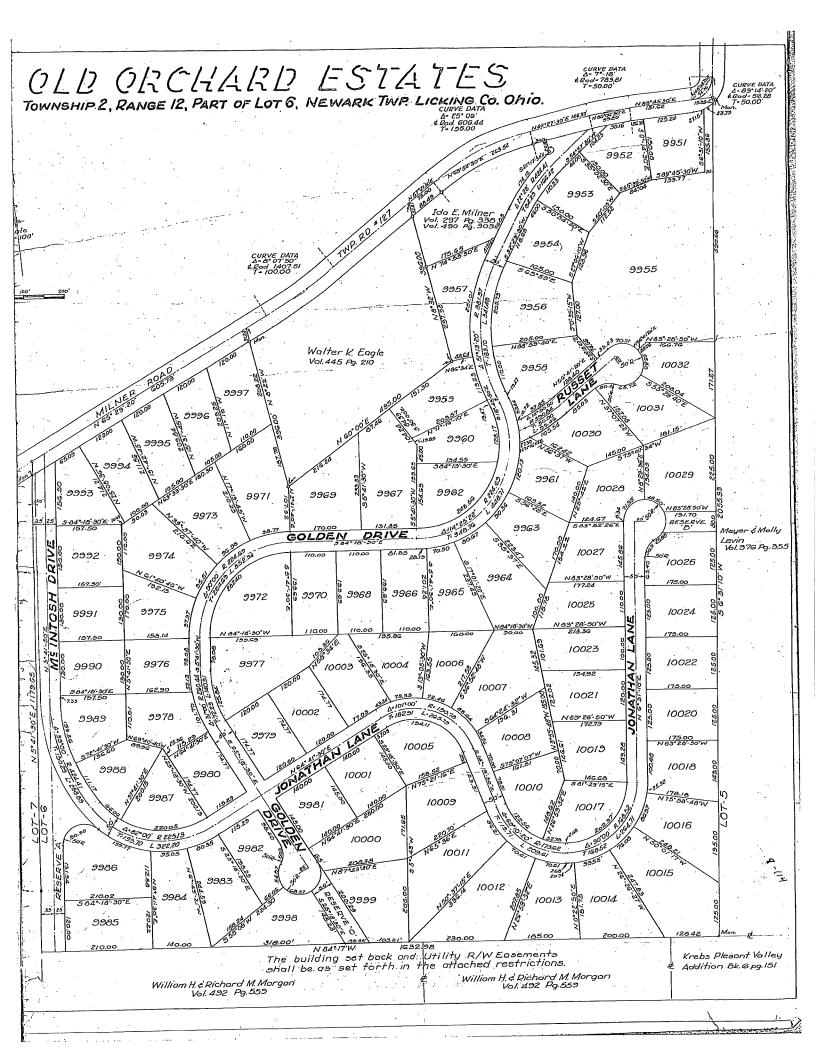
J. Richard Fulton, president and Myron E. Price, secretary of Fulton Price Inc.

and acknowledged the signing of the foregoing instrument to be their voluntary act

and deed as president and secretary of the said Fulton Price Inc.

In witness whereof I have hereunto set my hand and affixed my notorial seal

this 23 day of Septim 1964 L. Janus London Notary Public, Licking County Ohio. My commission expires of death 1950 147.03 R.C. The Planning Commission of Newark Township hereby approves the layout of Orchard Estates Addition by Resolution No. passed this 13 day of Charge 1964 Old Orchard Estates Addition by Resolution No. a. R. Pound Chairman, Newark. Township. Trustees... The County Engineer of Licking County, Ohio, hereby approves the loyout of Old Orchard Estates Addition this 28 day of Sept 1964 9993 1. Wark Lot 101. Licking County Engineer. The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this 28th day of Sept. 1964. 9992 Lot 102 9991 Licking County Commissioners The land hereon platted has been transferred this 28 day of liptimles 1964 157.50 Total Acreage 57.952\_ Auditing Fee \$3.50 Morgans North 40 9990 Revised 1st Addition Qurel E. Coffman Licking abouty Auditorec BK.8 Pg 102 26230 Lot 103 584 16 30 E The above plat and attached restrictions were received for recording this 28 th day of September 1964 in Plat Book Vol. 8 - Pages 113,1144/15 9989 Plát Destriction <u>\$ 5.00</u> 8\_8.64\_\_ Robert E. Wis Licking County Recorder We do hereby certify, that we have surveyed the above premises, prepared. is foregoing plat and that said plat is correct. Iron pine are placed at all lot corners and curve points. A. R. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O. Registered Sucreyor \$ 5006 9986 nning Commission of the City of Nework Ohio, hereby approves this layout Orchard Estates Addition this 25 day of Affaile 1964 9985 allex R. Francis City of Newark Planning Commission Secretary 1.50 APPROVED. For Modification of Restrictic See Deed Record Vol 648 Pg 353 5 Lietling Courty E. This instrument prepared by: alon of Jefen SEE INST # 199811030042060



RESTRICTIONS APPLICABLE TO OLD ORCHARD ESTATES UBDIVISION IN THE TOWNSHIP OF NEWARK, LICKING COUNTY, ONLO

The following covenants, greenents, conditions, provisions, essements, restriction and charges have been adopted by Pilton Fides, land, in prenance of a general plas for the better and uniform improvement and benefit of all the property described in additional articles, so bubbied-board on the fromthy of because, Licking County, Othic, and for the supplication of all the property described in a subsidiar and present of the process who may becarder become nowars of any part thereof. The world "testification and "testification, and the subsequent, as used conditions, provisions, testification and therefore the provisions, the subsequent of the passed of the subsequent that a restriction, and the subsequent the reference of the country hand therefore the property of the prop

### ARTICLE II.

except that none of the articles of theme restrictions shall apply to all loce except that none of the articles of theme restrictions shall apply to lock to 9955 st one time while shall or or any portion thereof a nomed in none or 9955 st one time which can prove the claim shall not or 2.5m. C. Thitton, none shall any of the or extractions of these restrictions apply to locks in .957, and 9977, and 9977.

## **4**

Except in the case of locus No. 9955, 9970, 9972 and 9977, essenants and rights of way are hareby expressly reserved by the said without Pacie, in. of first satisfar, and own a turit pot ground tent (10) feet on such side of each lock lime that in not ground tent (10) feet on such side of each lock lime that in the contribute to any tractification following propess; for the construction and maintenance of polss, wires, conducts, and the measurables of electricity and for this polsses, with the control and any factories of any section of electricity and for this polsses of the control and any factories of the polsses of the ground.

# ARTICLE VIII. Right to Baforce

The restriction herein contained shall restan with said bind the land and shall fame to the beaufit's of able emicroscapile by button, the fame of the beaufit's of and be emicroscapile by button, and land shall dead and as the rest, and failtime by pluton refer, Inc., or supported any land ones, however, long continued, no object to any violation of of, or to effecte any restriction or restriction beaufich contained, shall an oven or sar to an advice of the state of the said the said of the said the said of the said the sa

# ARTICLE IX. Direction of Restrictions

All the restrictions contained herein shall continue in force until the first day of famany. 2000, and shall be extended for a period of 25 years; from that days and threatien for successive periods of 25 years untus prior to said first day of Jamesy. 2000, and sprior to the system untus prior on passificate days of Jamesy. 2000, and prior to the optication of each extension, appropriate instruments in writing, other modifying or annulling these surfacine of earth-factions and the libe filed for every infined, secured and sciencialed by Palano Prior. In. or its saids, and the consers of a majority of the lot in said sublition.

No opermetions shall be placed in any of the drainings ditthes more on heartest constructed in said addition provided that detrograph may be constructed across a distinge direct if a culver pipe not less than remay (20) feet in leaguh with such dissurer as shall be designated by Aricour to pursuit the its successors or saiding, shall be placed beneath said ARICOLE XI. Right to warm the contraction of the cont

The right then is hareby expressly reserved to annul, valve, change enlarge and applify any of the restrictions havein contained by an instrument

any time while and low energy portion thereof are owned in whole or in part by ditter byon it. Frice or may portion the remindrion of concentials are treath in the market of the mark preceding sentence, then ends lot of lot shall be walket to all of the mark preceding sentence, then ends lot of lot he mark preceding sentence. The confidence is all of the mark into be applied encoactively to prohibit any confidence or any end of and lot lot on the perfection of any end precedent to the perfections of any and provided in these extilies of therritions, if said use of said freeling was to precedent to the use of said freeling as provided in these extilies of therritions, if said use of said for exists

## ARTICLE III Nuisances

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### Use of Land

All of the land included in eald tract, except as breein

## 26230

of any artifute signed and acknowledged by Fulton Price, Inc., its successors and assigned and acknowledge is anjointy of the lott in said addition.
All termines are been so the purpose of ambulity, varieties, chamfalle, and anticological and any purpose of ambulity, varieties, chamfalle, and anticological and the purpose of ambulity, varieties, chamfalle, and anticological and the purpose of ambulity and the second and th

# ARTICLE XII. Power of Appointment

The said Fulton Price, Inc., shall have the right to easign its action of the dependent of the operation of its of these term in the states of Therefore, we support or persons of its choosing, without the superson of any other owner or homer of any of said furces. Such sandament some fair writing which shall be duly recorded in the office of the Prices of Their of the said supersons of the said section of the said supersons of said the said section of the said supersons of the said section of the said supersons of the said section of the said section of the said section of the said said substitute to make an other homer to state of the said county flux. Once it as because and the homer of the said sandafation, once it as the said sandafation.

## ARTICLE XIII.

Reserves A. D and G as designated on the Plat Oc. this Addition with Flat Oc. this Addition with the past State in the receding of this Plate a public street purposes. If delicate may see State in the receding of this Plate a public street shall be the treatment and constructed on Land configuous to and extending directly from the request of my one are of said eserves, not the request of the assign, whill addit Gomelisian, Platon Petos. Inc., its successors and additions the public street purpose, the state purpose, reserve to reserve configuous to such line, its aucessors and additional purpose, the state purpose, reserving to Philton Petos, said reserves for street purpose, the state of delicates any one one nace of said convey, encomber or said for any reserves or reserves not so dedicated.

No principal percentage, shall be used for private residence purpose only.

No principal therefore access can plan behaviored and has be excelled or
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the exceptions inthis Arials made. No temporary said call one uptyper to
the exceptions inthis Arials made. No temporary said and my type
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partian comment or Pation Free, Inc., of the saidful left but
and the be construed as to prevent any owner of two or were adjacent
or has a recommendation of the order of the area of the order of the or the said formation or her shall be untilled.

## ARTICLE V. Building Lines

any portion thereof shall be an No building or structure or an within thirty (30) feat of the right of

## ARTICLE VI. Approval of Plans

No building shall be consented or drewind on any picates in on the procession.

The control of the plant specificated on the plant for locations of Futron Fries. In., or the anaigm, as because the specond in writing of Futron Fries. In., or the anaigm, as because the specond in writing of Futron Fries. In., or the anaigm, as because the rights of the plant to be side. One copy and fall for the Price of the control of the state of the state of the plant to be side. One copy and fall anaigm, specifications of clearing plant in both fall with the state of the s



QUOTE

169 Dayton Rd. Newark, OH 43055 rtury@laytoninc.com Phone: 740-349-7101

Fax: 740-349-7101

PLAN SET DATE
DATE
QUOTE #
WAGE
VALID UNTIL

NA
10/30/2023
1
Non-Prevailing
11/29/2023

36,475.00

### Jonathan Lane Project - Newark Stormwater Project

### Storm Drainage Improvements

Mobilization 1 ls 12" Conduit 220 If 8" Conduit 84 If 6" Conduit 182 If 4" Conduit 98 If 3x3 Catch Basin 2 ea 2x2 Catch Basin 2 ea Seeding & Stawing 655 sy

**COMBINED TOTAL** \$ 36,475.00

TOTAL \$

### **EXCLUSIONS:**

Permits & Fees

Soils Engineering & Testing

Unsuitable Soils Removal & Replacement

Tree Removal

Damage/Replacement of Fencing

Damage/Replacement of Driveways

**Existing Structures Condition** 

Relocation and/or Removal of Existing Utilities (unless otherwise noted above)

Soils Imported or Exported Off Site (unless otherwise noted above)

Soil Stabilization (unless otherwise noted above)

Concrete Placement (unless otherwise noted above)

Hydrovacing Existing Structures

### **QUALIFICATIONS:**

Quote is good for 30 days.

Compaction is based on standard proctor.

Price is based upon performing all work quoted.

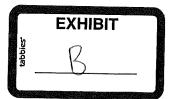
Items not specifically included, are excluded.

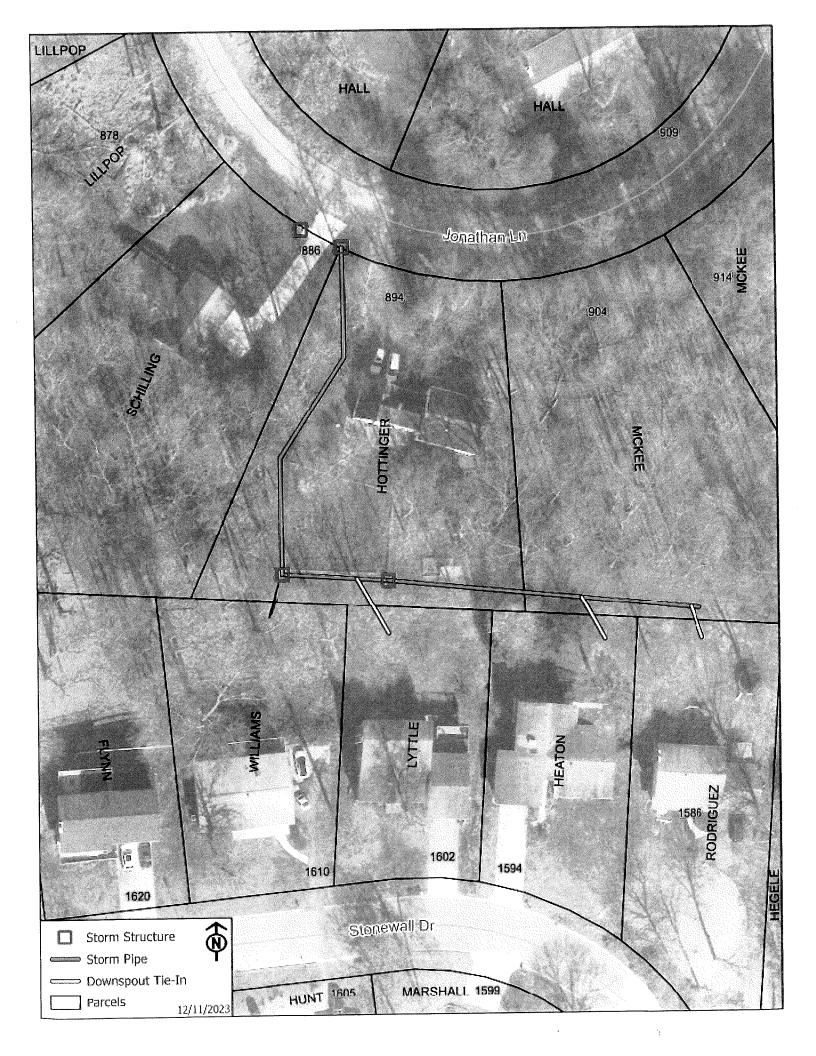
Scope of work meeting prior to contract signing.

Delays caused by material volatility are not at fault of Layton Inc.

Sincerely,

Richard Tury





RESOLUTION NO. 24-29
BY:
A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF NEWARK TO APPLY FOR FINANCIAL SUPPORT FROM THE STATE OF OHIO 2024 NATUREWORKS GRANT.
WHEREAS, NatureWorks identifies projects funded by the Ohio Parks and Natural Resources Bond Issue, which was approved by Ohio voters in November 1993:and,
WHEREAS, The City of Newark is eligible to apply for 75% reimbursement assistance for the acquisition, development, and rehabilitation of recreational areas; and,
WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks grant program; and,
WHEREAS, the City of Newark desires financial assistance under the NatureWorks Grant Program; and,
WHEREAS, the City of Newark approves filing this application for financial assistance; and,
WHEREAS, Jeff Hotchkiss is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance; and,
WHEREAS, the City of Newark does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the <b>NatureWorks Grant Program.</b>
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:
Section 1: The Mayor is authorized to take whatever action is legally available to attain funding in the best interest of the City and its participation in available grant funding for the acquisition, development, and rehabilitation of recreational areas.
Section 2: The Mayor is designated as the authorizing official to enter into a reimbursement agreement with the State of Ohio Department of Natural Resources and accept said funds.
Section 3: This Resolution shall become effective upon the earliest date permitted by Article 4.07 of the Charter of the City of Newark, Ohio.
ADOPTED THE, 2024
, PRESIDENT OF COUNCIL
, ATTEST, CLERK OF COUNCIL

\_\_\_\_\_, DATE FILED WITH THE MAYOR

\_\_\_\_\_, DATE APPROVED BY MAYOR

\_\_\_\_\_, FORM APPROVED BY LAW DIRECTOR

\_\_\_\_\_, MAYOR

PUBLIC STIFFE STIFF FRONT STIFF	SERVICE OF THE CITY OF SERVICE OF THE CITY OF SERVICES ARY TO REM	AND DIRECTING THE DIRECTOR OF NEWARK, OHIO TO PROCEED WITH NAME TOWNE COMMONS PARK AKA STREET PARK, PARCEL NO. 054-258866-
Church Str	•	re is a triangular green space bordered by East the West, East Main Street to the South and the st; and,
her ongoin	•	opriate to honor a local youth, S.A-H. for n the park's appearance for the betterment County, Ohio, and;
designating		hat it is appropriate to honor S.AH. by Front Street Park aka Easy Street Park, ark, and;
	*	ED BY THE COUNCIL OF THE CITY OF ND STATE OF OHIO, THAT:
Section 1:		rice is hereby authorized and directed to ssary to rename Towne Commons Park, 0, as <b>Hope Park</b>
Section 2:		effective at the earliest time permitted in of the Charter of the City of Newark, Ohio.
Passed thi	s day of	2024.
D.0.7		PRESIDENT OF COUNCIL
EST:	CLERK OF COUNCIL	
DATE FIL	ED WITH MAYOR:	
DATE AP	PROVED BY MAYOR:	
MAYOR		
FORM AP	PROVED: DIRECTOR OF LAW	

RESOLUTION NO. 24-30

RESOLUTION NO: <u>24 - 31</u>

BY:	:	

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ACCEPT BIDS AND SELL CERTAIN SURPLUS PERSONAL PROPERTY NOW OWNED BY THE CITY OF NEWARK, OHIO, AND DECLARING THAT SUCH PROPERTY IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

**WHEREAS,** The City of Newark, Ohio, currently owns various items of personal property which are either obsolete or no longer needed for any municipal purpose; and,

**WHEREAS**, The City of Newark desires to sell the subject property to the highest bidder pursuant to The Ohio Revised Code, Section 721.15; and,

**WHEREAS**, this matter was considered in regular session by the Service Committee who voted to refer the same to full Council for consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:

- **Section 1:** The Director of Public Service is hereby authorized to advertise and sell the items of personal property listed in the attached Exhibit "A" incorporated herein by reference.
- Section 2: The sale shall take place Saturday, June 1, 2024. Advertisement of one time weekly for two consecutive weeks shall appear in a newspaper of general circulation in Newark, Ohio. The advertisement shall include any and all minimum bid conditions expected to be met prior to acceptance and shall include language indicating that the City of Newark may reject any and all bids if such minimum bid conditions are not satisfied or for any other reason determined by The Director of Public Service. The sale of such property shall be to the highest bidder.
- Section 3: Council hereby declares the subject personal property listed in the attached Exhibit "A" as incorporated herein to be either obsolete or no longer be needed by the City of Newark, Ohio, for any municipal purpose.
- Section 4: This Resolution shall take effect immediately as emergency legislation pursuant to Article 4.07 of the Charter of the City of Newark, Ohio.

Passed thisday of	, 2024.
	President of Council
Attest:Clerk of Council	
Date Filed with Mayor:	
Date Approved by Mayor:	
Mayor	
Form Approved:Director	of Law
Prepared by the Department	of Public Service.

### EXHIBIT A

Impound #	Year	Make	Model	VIN#
23-618	2017	HONDA	CIVIC	19XFC2F59HE024347
23-6149	2003	FORD	CROWN VIC	2FAFP71W73X113103
23-14385	2005	BUICK	RENDEZVOUS	3G5DA03E65S500533
23-15017	2010	FORD	ESCAPE	1FMCU9D73AKB61344
23-15792	2002	PONTIAC	GRAND AM	1G2NW52E02M585253
23-15816	UNK	HOMEMADE	MINIBIKE	T09J0021010164503
23-16006	2008	FORD	ESCAPE	1FMCU93178KA87563
23-16174	2006	FORD	FOCUS	1FAHP34NX6W127274
23-16175	2010	HONDA	CRV	5J6RE4H50AL041237
23-16352	UNK	UNITED MOTORS	MOPED	UNKNOWN / REMOVED
23-16436	UNK	SUZUKI	ATV	UNKNOWN / REMOVED
23-16690	2005	DODGE	DURANGO	1D4HB58D55F518615
23-17066	1995	DODGE	INTREPID	2B3HD56T9SH667431
23-17068	2005	CHEVROLET	MALIBU	1G1ZT62805F265115
23-17356	2005	HYUNDAI	SONATA	KMHWF35H15A211665
23-17447	1981	ҮАМАНА	550 MOTORCYCLE	JYA5K5005BA012103
23-18731	2001	HONDA	CIVIC	1HGES267X1L054777
23-18891	2012	HONDA	CIVIC	2HGFG3B57CH529544
23-18946	2003	виіск	LESABRE	1G4HP52K634116466
23-18986	2002	KAWASAKI	ZZR1200	JKAZX9C122A004974
23-19069	1997	FORD	E250	1FTFE24L4VHA90936
23-19088	2013	HONDA	ACCORD	1HGCR2F85DA110880
23-19157	2007	PONTIAC	G5	1G2AL15F277415440
23-19197	2004	CHEVROLET	CAVALIER	1G1JC12F447334282
23-19744	2002	HONDA	CBR600F4i	JH2PC35032M302692
23-20253	2017	HYUNDAI	TUSCON	KM8J23A43HU328918
23-20714	2003	HONDA	PILOT	2HKYF18493H611053
23-20847	2003	CHEVROLET	IMPALA	2G1WF52E139290878
23-20993	2008	HONDA	CIVIC	2HGFA16528H327377
23-21088	2020	HONDA	CIVIC	2HGFC2F8XLH522033
23-21114	1997	HONDA	ACCORD	1HGCD5609VA208984
23-21556	2006	CHRYSLER	SEBRING	1C3EL56R26N178735
23-21557	1989	HONDA	ATV	UNKNOWN / REMOVED
23-21860	2007	PONTIAC	G6	1G2ZH18N474238835

**EXHIBIT A** 

	2024	T40T40	EXHIBIT A	LONA CED 278 44 004 077
23-22333		ТАОТАО	D125	L9NACFD37M1901077
23-22562		CHEVROLET	. EQUINOX	2GNALAEK5F6204702
23-22827	2000	CHEVROLET	CAMARO	2G1FP22K1Y2110476
23-23163	1999	HONDA	CBR600F4	JH2PC3503XM002514
23-23637	1999	SUZUKI	GSX-R600	JS1GN78AXX2100198
23-24046	1997	NISSAN	MAXIMA	JN1CA21D8VM526614
23-24139	2004	PONTIAC	GRAND AM	1G2HX52K24U237960
23-24205	2008	SUZUKI	GSX-650	JS1GP74A082101426
23-24343	2010	PONTIAC	VIBE	5Y2SP6E86AZ415942
23-24515	2007	SUZUKI	GSXR-600	JS1GN7DA172102394
23-24534	1996	GMC	YUKON	1GKEK13R0TJ752137
23-25136	2004	CHEVROLET	AVALANCHE	3GNEK12T44G142146
23-25151	2002	JAGUAR	S-TYPE	SAJDA03N32FM29950
23-25213	2022	HOMEMADE	TRAILER	UNKNOWN / REMOVED
23-25215	2003	ҮАМАНА	YFS-200 BLASTER	JY4AG02353C012508
23-25216	2010	TORO	ZERO TURN 74173	SERIAL NUMBER 990294
23-25262	2001	ACURA	TL	19UUA56751A010844
23-25387	2011	TRIUMPH	DAYTONA 675	SMTD00NS5BJ452083
23-25455	2004	HONDA	CIVIC	1HGES16664L009907
23-25657	2003	CHEVROLET	S10	1GCDT13X13K139487
23-25679	2002	HONDA	CRV	SHSRD78832U006385
23-26236	2017	UNKNOWN	MINIBIKE	A6M12BABCHLA07278
23-26273	2018	KIA	FORTE	3KPFK4A72JE231062
23-26295	2004	BUICK	REGAL	2G4WB52K341236485
23-26337	2011	LINGYU	MC-13L-150 SCOOTER	LJLTCKHJXB3D80078
23-26716	UNK	LONCIN	4-WHEELER ATV	UNKNOWN / REMOVED
23-27018	2020	HONDA	HRV	3CZRU6H38LM701510
23-27235	UNK	COLEMAN	MINIBIKE	UNKNOWN / REMOVED
23-27523	2013	FORD	TAURUS	1FAHP2D89DG139282
23-27639	2006	YAMAHA	YZF-R6	JYARJ12E36A002987
23-27944	2008	HARLEY-DAVIDSON	ROCKER SOFTAIL	1HD1JK5138Y064804
23-28561	2005	CADILLAC	CTS	1G6DP567050100608
23-28626	2008	HYUNDAI	ELANTRA	KMHDU46DX8U342756
23-29326	2016	CHEVROLET	CRUZE	1G1PC5SH9G7206692
23-29341	2007	PONTIAC	G5	1G2AL15F377279030

### **EXHIBIT A**

			EXHIDIT A	
23-29917	2010	FORD	FUSION	3FAHP0JA4AR305062
23-29931	2009	DODGE	CALIBER	1B3HB28C39D168228
23-30548	2007	FORD	F150	1FTPW14527KC41081
23-30873	2001	BUICK	LESABRE	1G4HP54K01U269547
23-30888	UNK	JOHN DEERE	RIDING MOWER	UNKNOWN / REMOVED
23-31422	2006	PONTIAC	TORRENT	2CKDL73F366185364
23-31834	2005	HONDA	SHADOW	1HFSC18035A901431
23-32400	2001	CHEVROLET	ASTRO VAN	1GNDM19W31B153603
23-32551	2006	FORD	F150	1FTPX14546FB12988
23-32727	2002	HONDA	CRV	JHLRD78852C036138
23-34301	1995	HONDA	ACCORD	JHMCD5634SC062954
23-34725	2008	DODGE	AVENGER	1B3LC46K28N648718
23-35762	2007	FORD	FOCUS	1FAFP34N77W251107
23-35642	2014	FORD	FOCUS	1FADP3K28EL128527
23-35862	2011	KIA	SORENTO	5XYKUDA22BG103986
23-35894	2012	CHEVROLET	MALIBU	1G1ZB5E02CF223531
23-36036	1998	CHEVROLET	MALIBU	1G1ND52M0W6213519
23-36546	2014	JEEP	PATRIOT	1C4NJPBA1ED509984
23-36665	1997	DODGE	RAM 1500	1B7HC16Y7VS298992
24-52	2001	DODGE	RAM 1500	1B7HF16Y91S126481
24-187	1999	FORD	MUSTANG	1FAFP4041XF221586
24-583	2004	HONDA	PILOT	2HKYF18614H501116
24-821	2010	MAZDA	MAZDA 3	JM1BL1SG3A1260064
24-847	2001	JEEP	CHEROKEE	1J4FF48S51L625283
24-1423	2007	MERCURY	MOUNTAINEER	4M2EU37E77UJ14653
24-2478	2006	FORD	FOCUS	1FAFP34N96W153517
24-2906	1998	FORD	F150	1FTZF1723WNA55329
24-5401	2013	CHEVROLET	CRUZE	1G1PA5SH4E7290990
24-6094	2004	NISSAN	ALTIMA	1N4AL11D24C115485
24-7342	2002	VOLKSWAGEN	JETTA	3VWVH69M12M185924
24-7495	2011	CHEVROLET	CRUZE	1G1PC5SH7B7149112

CITY OF N REVOLVING PLANNING,	TION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE NEWARK, OHIO TO APPLY FOR, ACCEPT AND ENTER INTO A WATER SUPPLICATION ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF NEWARK FOR DESIGN AND OR CONSTRUCTION OF LEAD SERVICE LINE REPLACEMENT PROJECTION OF LEAD SERVICE FOR THE LOAN.			
WHEREAS, t	the City of Newark operates a Water Distribution System throughout the City; and,			
WHEREAS, t	the distribution system has approximately 6,000 lead and/or galvanized water service lines; and,			
	replacement of lead and galvanized service lines is a requirement of Ohio EPA in order to eliminate lead maintain efficient and cost-effective operations of the system; and,			
	the Ohio Water Supply Loan Fund requires the government authority to pass legislation for a loan and the execution of an agreement as well as designating a dedicated repayment source;			
	the Public Service Committee of the Newark City Council met on April 1, 2024 and approved the legislation for full council consideration.			
	EFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OND STATE OF OHIO, THAT:			
Section 1:	The Director of Public Service is hereby authorized and directed to apply for a WSRLA loan, sign all documents for and enter into a Water Supply Revolving Loan Account Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of water facilities on behalf of the City of Newark, Ohio.			
Section 2:	That the dedicated source of repayment will be user charges.			
Section 3:	This resolution shall become effective at the earliest time permitted in accordance with Article 4.07 of the Charter of the City of Newark, Ohio.			
Passed this	day of 2024.			
PRESIDEN'	T OF COUNCIL			
ATTEST:	CLERK OF COUNCIL			
DATE FILEI	D WITH MAYOR:			
DATE APPR	ROVED BY MAYOR:			
MAYOR				
FORM APPR	ROVED: DIRECTOR OF LAW			
	= nubcron or zim			

BY:

RESOLUTION NO. 24-32\_\_\_\_\_

Prepared by the Division of Water and Wastewater